

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS  
SPECIFICATION NO. 03-077**

The City of Lincoln and Lancaster County intend to enter into a contract and invite you to submit a sealed proposal for:

**EMPLOYEE BENEFITS CONSULTANT**

**MEETING OR EXCEEDING THE CITY OF LINCOLN AND LANCASTER COUNTY'S  
SPECIFICATIONS**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon, Wednesday, March 26, 2003 in the office of the Purchasing Agent, 440 S. 8th St., Suite 200, K Street Complex, Lincoln, Nebraska 68508. Proposals will be publicly opened, reading only the names, in the Purchasing Conference Room.

Submitters should take caution if U.S. Mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

# REQUEST FOR PROPOSALS

## EMPLOYEE BENEFITS CONSULTANT

### 1 BACKGROUND

- 1.1 The City employs some 2,000 employees and the County some 1,000 employees, many of whom are eligible for the benefit plans offered by the City/County.
- 1.2 Retired City/County employees are also eligible for health coverage.
- 1.3 Generally speaking, the City and County offer the following benefits to all regular employees:
  - 1.3.1. One insured POS health care plan;
  - 1.3.2. One self-insured dental plan;
  - 1.3.3. One insured vision plan;
  - 1.3.4. One long term disability benefit (City is self-insured, County is insured);
  - 1.3.5. Basic, AD&D, dependent and voluntary life insurance;
  - 1.3.6. 125 plan flexible employee benefit accounts;
  - 1.3.7. Deferred compensation 457 plans; and
  - 1.3.8. Defined benefit pension (City Police & Fire only) and defined contribution pension plans.
- 1.4 All benefit plans are marketed jointly, billed and paid separately and administered by our City / County Personnel department.
- 1.5 The successful consultant will be required to enter into a Professional Services Agreement with both the City and the County to provide the services outlined in this Request for Proposal.

### 2 SCOPE OF TERMS AND CONDITIONS

- 2.1 The following terms and conditions shall govern the submission of proposals and any Agreement resulting from this procurement.
- 2.2 Respondents, by virtue of submission of a proposal, acknowledge and accept these Terms and Conditions.
- 2.3 Please note the following definitions of terms as used herein:
  - 2.3.1 The term "request for proposal" (RFP) means solicitation of a formal sealed proposal following submissions of which changes in proposals and/or prices are allowed, and the offer deemed by the City/County to be most advantageous in terms of criteria as designated in the RFP is accepted.
  - 2.3.2 The term "respondent" means the person, firm or corporation that submits a formal sealed proposal and which may or may not be successful in being awarded this procurement.
  - 2.3.3 The term "contractor" means a single firm, company, or organization in which all parties are jointly responsible and to which the benefit consultant contract will be awarded.
    - 2.3.3.1 For the purposes of this RFP, the contractor includes the work of its agents or employees.

### 2. SUBMISSION OF PROPOSAL

- 2.1 Respondents are requested to submit six (6) copies of their proposal for consideration.
- 2.2 All information must be legible.
- 2.3 Any and all corrections and/or erasures must be initialed.
- 2.4 Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the respondent.
- 2.5 The contents of the proposal submitted by the successful respondent of the RFP may become part of any contract awarded as a result of this solicitation.
- 2.6 Proposals must be received no later than 12 noon, local time on March 26, 2003 at the Office of the Purchasing Agent, Vince Mejer.

2.7 Responses should be addressed as follows:

Vince M. Mejer , CPPO, C.P.M.— Purchasing Agent  
City of Lincoln/Lancaster County  
440 S. 8th St., Suite 200  
K Street Complex  
Lincoln, NE 68508

2.8 Proposals may be either mailed or hand-delivered.

2.8.1 If the proposal is sent by mail to the Purchasing Agent, the respondent shall be responsible for actual delivery of the proposal to the proper office before the deadline.

2.8.2 Any proposals received after the deadline will be returned unopened.

2.9 All proposals become the property of the City/County upon receipt by the Purchasing Agent.

2.10 The contents of all proposals will be kept confidential until an award is made, after which the content of the successful respondent will no longer be kept confidential because it will become part of the contract which is public information.

2.11 Proposals may be withdrawn or modified in writing prior to the proposal submission deadline.

2.11 Proposals that are resubmitted or modified shall be sealed and submitted to the City/County Purchasing Agent prior to the proposal submission deadline.

3 AWARD OF CONTRACT

3.1 A Contract may be negotiated with the contractor whose proposal is determined to be most responsive to the City/County's needs and most advantageous.

3.2 Award of a contract may be made without discussion after proposals are received.

3.2.1 Proposals should, therefore, be submitted initially on the most favorable terms, from both price and technical perspectives.

3.3 The City/County reserves the right to reject any or all proposals and to award the contract in whole or in part and to waive irregularities in any or all proposals..

4 REQUESTS FOR INFORMATION

4.1 The RFP contains instructions governing the proposals to be submitted and the material to be included therein.

4.2 Mandatory requirements which must be met to be eligible for consideration, and other requirements to be met by each respondent are also provided.

4.3 Any requests for clarification or additional information regarding the submission of this RFP shall be directed in writing to:

William C. Kostner - Risk Manager  
City Risk Management  
233 South 10th Street, 2<sup>nd</sup> Floor  
Lincoln, NE 68508 (FAX 402-441-6800)

A copy should also be sent to:

Vince M. Mejer, CPPO, C.P.M. — Purchasing Agent  
City of Lincoln/Lancaster County  
440 S. 8th St., Suite 200  
K Street Complex  
Lincoln, NE 68508 (FAX 402-441-6513)

- 5      PACKAGING
- 5.1      Each proposal must be sealed to provide confidentiality of information prior to the submission date and time.
- 5.2      The proposal shall be firmly wrapped and securely sealed, addressed to the Purchasing Agent, and clearly marked "PROPOSAL FOR EMPLOYEE BENEFITS".
- 5.2.1      Proposals shall be on Company letterhead.
- 5.3      The City/County will not be responsible for the premature opening of proposals not properly labeled.
- 6      DULY AUTHORIZED SIGNATURE
- 6.1      The proposal must contain the signature of a duly authorized officer or agent of the Respondent's organization, empowered with the right to bind the Respondent.
- 6.2      The Respondent must also provide evidence of the authority of the officer or agent to bind the Respondent.
- 7      RESPONDENT RESPONSIBILITY FOR PROPOSAL COSTS
- 7.1      The City/County is not liable for any cost incurred by the Respondent associated with the preparation of a proposal or the negotiation of a contract for services prior to the issuing of the contract.
- 8      PROPOSALS BINDING
- 8.1      Respondents are advised that proposals shall be binding upon the Respondent for ninety (90) calendar days from the proposal due date.
- 8.2      A respondent may withdraw or modify its proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.
- 8.3      All material provided to the City/County during the RFP process and contract negotiation and administration should be expected to be used without restriction by the City/County in the future.
- 8.4      In the event a proposal is rejected, the City/County reserves the right to use any of the concepts or ideas contained in the proposal without incurring any liability.
- 9      NOTIFICATION
- 9.1      Each respondent submitting a proposal in response to this RFP will be notified in writing as to the acceptance or rejection of its proposal.
- 9.2      The City/County expects to release such letters within ninety (90) days of the proposal submission date.
- 9.3      The City/County may delay this action if it is deemed to be in the best interests of the City/County.
- 10      SCOPE OF BENEFIT CONSULTING SERVICES
- 10.1      The successful consultant, in cooperation with the Personnel Department, will be responsible for reviewing and providing guidance in the evaluation of current and future employee benefit needs of the City/County and the best solutions for those needs.
- 10.2      At a minimum, the scope of benefit consulting services shall include the following:
- 10.2.1      Provide counsel, advice and recommendations concerning benefits provided to employees, especially health, dental, vision, life and 125 plans;
- 10.2.2      Assist in the preparation of requests for proposals.
- 10.2.2.1      However, should the consultant be requested to complete an RFP with full analysis, this RFP and analysis will be paid as additional services outside the scope of this RFP;
- 10.2.3      Review and analyze copies of the plan documents and master policies to ensure their compliance with the law and with the specifications of the contracts;

- 10.2.4 Solicit and negotiate rates and renewal rates for benefit plans in coordination with the City/County's Personnel Department.
  - 10.2.4.1 Initiate annual contract renewals;
- 10.2.5 Provide the City/County with current information and advice on COBRA, HIPAA and IRS rules and regulations concerning benefits provided to employees, including changes in laws affecting employee benefits and required governmental reports;
- 10.2.6 Provide the City/County with evaluation and underwriting data for any changes in benefit plans;
- 10.2.7 Assist the City/County with open enrollment, communication material, and employee meetings;
- 10.2.8 Provide the City/County with an annual renewal report each year outlining the performance of the benefit package with an analysis of problems, if any, and recommendations for improvement, if necessary;
- 10.2.9 Serve as a liaison with carriers when service problems occur;
- 10.3 Each respondent may additionally be required to show that they have satisfactorily provided products and performed similar work in the past and that no claims of any kind are pending against such work.
  - 10.3.1 No proposal will be accepted from a Respondent who is engaged in any work that would impair its ability to perform or finance this work.
- 10.4 Provide estimated annual financial projections on rates for insured or self-funded medical and dental plans including incurred but unreported claim reserve recommendations and rate structure changes;
- 10.5 Meet with City/County staff and City Council/County Board staff, as needed;
- 10.6 Assist with claims audits of self-funded plans, if applicable; and
- 10.7 Perform such other special assignments as required.
  - 10.7.1 However, major duties or projects that were not included in the initial cost estimation should be considered as additional duties.
  - 10.7.2 Provide hourly fees for principal and clerical assistance for special assignments.

## 11 EVALUATION PROCESS

- 11.1 The evaluation process will consist of a selection committee of City and County employees that will use all facts, information, and data available to finalize its evaluation.
- 11.2 On the basis of the technical and cost basis response to this RFP and subsequent evaluation activities, the selection committee may select one or more respondents to provide the required services of this RFP, although it is preferred that one provider administer services for both the City and the County.
- 11.3 Failure of the Respondent to provide any information requested in this RFP may result in disqualification of the proposal.
- 11.4 The selection committees sole objective will be to recommend the award of a contract to the Respondent whose proposal is most responsive to the City/County's needs and most advantageous to the City/County considering cost as well as other factors based on evaluation criteria described below.
- 11.5 Proposals will be judged on the information provided in the proposal submission or provided in response to interview questions, if interviews are conducted.
- 11.6 The following criteria will be used to evaluate the proposals:
  - 11.6.1 Ability to Undertake the Scope of Services
  - 11.6.2 Depth of Support Through Information Systems and Professional, Legal and Actuarial Staff.
  - 11.6.3 Financial Status of the Respondent
  - 11.6.4 Level of Experience of the Project Team
  - 11.6.5 Experience with Governmental Entities and Their Respective Benefit Plans
  - 11.6.6 Fees, Estimated Expenses and Timeliness
  - 11.6.7 Creativity
  - 11.6.8 Oral Presentations (if requested)

- 12 PROPOSAL CONTENT AND MINIMUM QUALIFICATIONS
- 12.1 Respondents are encouraged to submit clear responses to the RFP.
  - 12.2 Due to the need for an expedited review of proposals and contractor selection, Respondents are cautioned against submitting excessive and extraneous material not directly responsive to the issues raised in the RFP.
  - 12.3 To be considered responsive, all proposals must include the following information, organized in the sequence specified below:
  - 12.4 Detailed Company Background
    - 12.4.1 At a minimum, provide the following information relative to your firm. Similar information must be provided for each subcontractor and/or joint venture member.
      - 12.4.1.1 Firm name and business address, including telephone and fax number.
      - 12.4.1.2 Year established (include former firm names and year established, if applicable).
      - 12.4.1.3 Type of ownership, and name and location of parent company and subsidiaries, if any.
      - 12.4.1.4 Indication of whether the firm is licensed to do business in the State of Nebraska.
  - 12.5 Resumes of Assigned Staff
    - 12.5.1 Provide resumes of staff that will be assigned to the City/County, indicating their responsibilities towards the City/County.
    - 12.5.2 Indicate the person who will be in charge of the employees assigned to the City/County.
  - 12.6 Experience
    - 12.6.1 Summarize experience and relate its relevance to the City/County.
    - 12.6.2 Identify each proposed staff member's area of expertise.
  - 12.7 Project Schedule
    - 12.7.1 Indicate when the contractor could begin work and how much time could be dedicated to the City/County.
  - 12.8 Fees
    - 12.8.1 Price the services on a flat fee basis of a one-year period beginning March 1, 2003.
    - 12.8.2 The respondent must warrant in writing that any commission or other fees paid to the Contractor as a result of doing business with the City/County will be credited in full to the City/County's account.
- 13 BENEFIT CONSULTING QUESTIONNAIRE
- 13.1 Please include in your written proposal answers to the following questions:
    - 13.1.1 What is your experience as a consultant to public sector benefit programs?
      - 13.1.1.1 Describe in detail your experience with public sector entities as clients especially in the state of Nebraska and particularly with the City/County.
    - 13.1.2 Identify other health and welfare plans for which you have served, the capacity in which you served, and whether you are currently serving.
    - 13.1.3 Describe your firm, its history and size, the locations in which it operates, and the number of employees.
      - 13.1.3.1 Describe the background and experience of officers, managers, and professional employees, and any other relevant information that you believe would be of interest to the City/County.
    - 13.1.4 Who in your firm would be responsible for the City/County account, and what is that person's background, professional qualities and experience, including self-funding experience?
      - 13.1.4.1 How many other clients does this person provide services for and at what level?

- 13.1.4.2 List the five largest clients with whom this person works on an ongoing basis.
- 13.1.4.3 Provide a contact name and phone number for reference checks with each of the above five clients.
- 13.1.5 What is the location of the office from which consulting services would be provided?
- 13.1.6 Provide a sample of the format for the quarterly and periodic reports, along with claims analysis you provide for similar insured or self-funded plans.
- 13.1.7 What is your firm's experience in dealing with diverse demographic area health care issues?
- 13.1.8 What is your firm's experience in coordinating and analyzing bid proposals for a variety of benefit plans?
- 13.1.9 Has litigation ever been filed against your firm?
  - 13.1.9.1 If so, explain in detail.
  - 13.1.9.2 Is there any litigation against your firm currently in process?
    - 13.1.9.1.1 If so, explain in detail.
- 13.1.10 What percentage of your health and welfare clients are self-funded or use joint purchasing?
- 13.1.11 Describe the professional liability coverage carried by your organization.
  - 13.1.11.1 Please submit a copy of your certificate of such insurance.
- 13.1.12 For what period of time will your firm guarantee its services and fees?
- 13.1.13 Please provide a sample of your proposed contract for consulting services.

#### 14 SPECIAL CONDITIONS

- 14.1 The City/County reserves the right, at its sole discretion, to accept or reject any or all proposals, or to waive any and all irregularities in any or all statements or proposals, or to award a contract to the responsible bidder whose proposal is most beneficial to the City/County.
- 14.2 The City/County also reserves the right, at its sole discretion, to request additional information from any or all respondents.
- 14.3 While the City/County intends to execute a contract for the services listed herein, it is not bound to do so and this document will not be interpreted as binding the City/County to enter into an agreement with any bidder.
- 14.4 The City/County PREFER to have proposals written to cover the City of Lincoln and the County of Lancaster, with billing to each entity separately.
  - 14.4.1 However, proposals may also be submitted to separately handle each entity.
  - 14.4.2 The City/County reserves the right to negotiate employee benefits consultant services jointly or separately.
- 14.5 The successful bidder will be required to execute a separate contract with the City and County following the awarding of the bid.
- 14.6 The contract will require terms and conditions including but not limited to the performance of services entirely at the bidders risk, nondiscrimination in employment, and indemnification to the City/County from all claims, demands, and actions, arising from the individual bidders actions, errors, or omissions. In case of any lawsuits, the laws of the State of Nebraska shall apply.
- 14.7 Proof of General Liability (naming the City and County as additional insured) and Professional Liability Insurance, both in the amount of \$1,000,000 will be required, as well as Workers Compensation insurance where appropriate.
- 14.8 The closing date for receiving Proposals will be at 12 noon, local time, on March 26, 2003 in the Office of the Purchasing Agent, Vince Mejer, 440 S. 8th St., Suite 200, K Street Complex, Lincoln NE 68508.
  - 14.8.1 Proposals will not be accepted or considered after the deadline for receipt of proposals.

# INSTRUCTIONS TO PROPOSERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. PROPOSAL PROCEDURE**

- 1.1 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

### **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

### **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

### **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the RFP.
- 4.3 Proposer warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Proposer pursuant to this Specification and Agreement.
  - 4.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and

- 4.3.2 That all date sorting by the software/firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/firmware/hardware/equipment/systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/firmware/hardware/equipment/systems with software/firmware/hardware/equipment/systems that does comply with this Specification and Agreement.

### **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

### **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

### **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.



- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  - 9.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  - 9.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.
- 9.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

## **10. INDEMNIFICATION**

- 10.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses,

including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 10.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **12. AWARD**

- 12.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 12.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
- 12.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
  - 12.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 12.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.
- 12.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 12.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 12.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.